

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT
Case Type: Other Civil/Insurance Claim

Severin M. Chmielewski and Daystar
Management Group, Inc., a Minnesota
corporation,

Court File No. _____

Plaintiffs,

SUMMONS

vs.

State Farm Fire and Casualty Company, a
foreign corporation,

Defendant.

THIS SUMMONS IS DIRECTED TO: Defendant State Farm Fire and Casualty Company, c/o
Corporate Service Company, 2345 Rice Street, Suite 230, Roseville, MN 55113.

1. **YOU ARE BEING SUED.** The Plaintiffs started a lawsuit against you. The Plaintiffs' Complaint against you is attached to the Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail the person who signed the Summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

Neaton & Puklich, PLLP
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiffs' Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiffs should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiffs everything asked for in

the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

NEATON & PUKLICH, PLLP

Dated: May 25, 2021



Patrick J. Neaton (#77318)
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317
(952) 258-8444
pat@neatonpuklich.com

Attorney for Plaintiffs

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT
Case Type: Other Civil/Insurance Claim

Severin M. Chmielewski and Daystar
Management Group, Inc., a Minnesota
corporation,

Court File No. _____

Plaintiffs,

COMPLAINT

vs.

State Farm Fire and Casualty Company, a
foreign corporation,

Defendant.

Plaintiffs, for their Complaint against Defendants, state and allege as follows:

PARTIES

1. Plaintiff Severin M. Chmielewski ("Chmielewski") is an individual resident of the County of Anoka and State of Minnesota, residing at 22675 Cedar Drive Northwest, Oak Grove, Minnesota; Plaintiff Chmielewski is the fee owner of the real property consisting of a single family residential unit and ancillary commercial buildings at the aforesaid address (hereinafter the "Subject Property").

2. Plaintiff Daystar Management Group, Inc. is a Minnesota corporation that has been in existence in Minnesota since November 19, 1982 ("Daystar"); at all times relevant herein, Plaintiff Daystar was, and is, partially owned and managed by Plaintiff Chmielewski.

3. Defendant State Farm Fire & Casualty Company is a foreign corporation doing business in the State of Minnesota as a licensed provider of fire and casualty insurance ("State Farm"), with its agent for service of process in Minnesota being Corporate Service Company, at

2345 Rice Street, Suite 230, Roseville, MN 55113.

FACTUAL BACKGROUND

4. At all times relevant herein, there was an approximate 48 foot x 96 foot metal clad, commercial building located on the Subject Property ("Subject Building"); at all times relevant herein, Plaintiff Chmielewski rented the Subject Building to Plaintiff Daystar; and at all times relevant herein, Plaintiff Daystar rented the northwest portion of the Subject Building to Twisted Knot Log Furniture, Inc., a Minnesota corporation ("Twisted Knot").

5. At all times relevant herein, Twisted Knot operated a wood finishing and furniture manufacturing operation from its Leased Premises within the Subject Building.

6. Twisted Knot's Leased Premises within the Subject Building was heated, at least in part, by a natural gas fueled unit heater that was controlled by a thermostat; Twisted Knot was responsible for making sure that no flammable materials accumulated upon or near this unit heater.

7. In accordance with Twisted Knot's rental obligations, Twisted Knot was required, and did, obtain fire and casualty insurance with respect to the Subject Building naming Plaintiff Daystar as an additional insured under the terms and provisions of that State Farm Fire and Casualty insurance policy, a copy of which is attached hereto as Exhibit A.

8. In further compliance with its rental obligations to Plaintiff Daystar, Twisted Knot obtained a Certificate of Liability Insurance in the amount of \$300,000 for "Damage to Rented Premises (Ea. Occurrence)", naming Plaintiff Daystar as the "Certificate Holder" (Exhibit B hereto).

9. In further compliance with its rental obligations to Plaintiffs, Twisted Knot obtained an amendment to its fire and casualty insurance policy from Defendant State Farm, for the period of September 4, 2020 through September 4, 2021 to clarify that Plaintiff Daystar was

an “additional insured” under Twisted Knot’s fire and casualty insurance policy with State Farm for up to \$81,600 in personal property and up to \$300,000 for “Damage to Premises Rented to You” (Exhibit C hereto), as well as a separate endorsement from State Farm referenced as CMP-4788, entitled “Additional Insured – Managers or Lessors of Premises,” naming Plaintiff Daystar as an additional insured, and designating the Subject Property as the “Location of Premises” (Exhibit D hereto).

10. During the early morning hours of February 20, 2021, a fire broke out in the Leased Premises portion of the Subject Building; despite the efforts of the local Oak Grove Fire Department, both the entire Subject Building, as well as Plaintiffs’ personal property in the Subject Building and Twisted Knot’s personal property in the Leased Premises of the Subject Building, were almost totally destroyed.

11. Based upon the investigation, to date, conducted by the Minnesota State Fire Marshall, the aforesaid February 20, 2021 fire originated within the Leased Premises portion of the Subject Property, and resulted from the ignition of flammable products that were used by Twisted Knot, which accumulated on or near the gas heating unit within the Leased Premises.

12. The aforesaid fire resulted from the failure of Twisted Knot to properly clean and maintain the gas powered heating unit within the Leased Premises.

COUNT I

13. As a direct and proximate result of the aforesaid February 20, 2021 fire, the Subject Building was totally destroyed, Plaintiffs’ lost personal property that they had stored in the Subject Building, and have sustained losses in excess of \$300,000.

14. Plaintiffs’ aforesaid losses resulting from the February 20, 2021 fire are covered under the State Farm Fire and Casualty insurance policy that Twisted Knot obtained, and

maintained, in favor of Plaintiff Daystar.

15. Plaintiff Daystar is a named "Additional Insured," and a named "Certificate Holder" under the hereinabove described insurance policy, as amended, issued by Defendant State Farm, and paid for by Twisted Knot.

16. Under the terms and provisions of Defendant State Farm's aforesaid insurance policy with respect to the Subject Property and Twisted Knot, State Farm is contractually obligated to reimburse Plaintiffs for all of their losses resulting from the February 20, 2021 fire.

17. To date, Defendant State Farm has failed, and continues to fail, to reimburse Plaintiffs for the losses that they have sustained in the February 20, 2021 fire.


18. Defendant State Farm is in breach and violation of its obligations under the aforesaid Fire and Casualty insurance policy as amended.

19. As a direct and proximate result of Defendant's breach of its aforesaid Fire and Casualty insurance policy, Plaintiffs have been damaged in an amount that has not yet been precisely determined, but which exceeds \$50,000.

WHEREFORE, Plaintiffs pray for judgment against Defendant State Farm in the amount of the losses that Plaintiffs have sustained in the aforesaid February 20, 2021 fire, in an amount to be proved at trial, together with interest thereon, and Plaintiffs' costs and disbursements incurred herein.

NEATON & PUKLICH, PLLP

Dated: May 25, 2021



Patrick L. Neaton (#77318)
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317
(952) 258-8444
pat@neatonpuklich.com

Attorney for Plaintiffs

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, Subd. 2 to the party against whom the allegations in this pleading are asserted.



Patrick J. Neaton

Illinois Operations Center

2702 Ireland Grove Road
Bloomington, IL 61709-0001



DAYSTAR MANAGEMENT GROUP
22675 CEDAR DR NW
BETHEL MN 55005-9355

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Renewal Declarations

Policy number: Redacted

Effective date: September 4, 2020

Policy period: 12 months

Expiration date: September 4, 2021

The policy period begins and ends at 12:01 am standard time at the premises location.

BUSINESSOWNERS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

TWISTED KNOT LOG FURNITURE COM
23068 NAVAJO ST NW
SAINT FRANCIS MN 55070-8638

ENTITY

Corporation

IMPORTANT MESSAGE(S)

To obtain a copy of your policy, please contact your State Farm Agent.

Construction: masonry Zone: 33 Subzone: 02

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

MN Fire Safety Schg: \$5.11

Total Premium: \$1,425.11

Discounts applied:

Business Experience Rating

Renewal Discount

Years in Business

Policy Number: Redacted
Prepared: June 27, 2020

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CMP Dec 3P MN
CMP-4000

1009482 2002 153090 202 03-22-2020

EXHIBIT A



SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal increase - Business Personal Property
001	22675 CEDAR DR NW BETHEL MN 55005-9355	No Coverage	\$81,600	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 258.7

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$1,000

SPECIAL DEDUCTIBLES:

Equipment Breakdown: \$1,000
Money and Securities: \$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Money Orders and Counterfeit Money	\$1,000

Policy Number: Redacted
Prepared: June 27, 2020

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CMP-4000



Coverage	Limit of Insurance
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Loss of Income and Extra Expense	12 Months Actual Loss Sustained

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	22675 CEDAR DR NW BETHEL MN 55005-9355

SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person

Policy Number: Redacted
Prepared: June 27, 2020

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CMP-4000



Coverage	Limit of Insurance
Damage to Premises Rented to You	\$300,000
Aggregate Limits	
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

* 553-2795 MN	Fire Safety Surcharge
CMP-4100	Businessowners Coverage Form
CMP-4223.1	Amendatory Endorsement (Minnesota)
CMP-4561.1	Policy Endorsement
* CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
CMP-4788	Additional Insured - Managers or Lessors of Premises
FD-6007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.2	Policyholder Disclosure Notice of Terrorism Insurance Coverage
	<i>*New Form Attached</i>

FULL NAMED INSURED

Named Insured: TWISTED KNOT LOG FURNITURE COMPANY

This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Michael J. Tignor

President

Lynne M. Yourell

Secretary



NOTICE TO POLICYHOLDER:

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Illinois Operations Center

2702 Ireland Grove Road
Bloomington, IL 61709-0001DAYSTAR MANAGEMENT GROUP
22675 CEDAR DR NW
BETHEL MN 55005-9355State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Inland Marine Attaching Declarations

Policy number: Redacted
Policy period: 12 months
The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: September 4, 2020
Expiration date: September 4, 2021

ATTACHING INLAND MARINE

Automatic renewal - If the State Farm® policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED

Named Insured: TWISTED KNOT LOG FURNITURE COMPANY

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

FE-8739 Inland Marine Conditions
FE-8743.1 Inland Marine Computer Property Form
See below for schedule page with limits

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

Policy Number: Redacted
Prepared: June 27, 2020

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CIM All Dec 3P MN
FD-6007

1009481 2001 153089 201 12-04-2018

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kristen Stebbins, Agent 1988 County Road 134 St Cloud, MN 56303		CONTACT NAME: Kristen Stebbins PHONE (A/C, No, Ext): 320-251-8353 FAX (A/C, No): 320-654-1240 E-MAIL ADDRESS: kristen@kristenstebbins.com	
INSURED Twisted Knot Log Furniture Company 22675 Cedar Dr NW Bethel, MN 55005-9355		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Redacted	09/04/2019	09/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. occurr/resp) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Redacted	11/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Eq. accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Daystar Management 22675 Cedar Drive Bethel, MN 55005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 3/6/20
---	--

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Business Lines Underwriting

3 State Farm Plaza South P2
Bloomington, IL 61791-0001

AT1 000431 1200 01
DAYSTAR MANAGEMENT GROUP
22675 CEDAR DR NW
BETHEL MN 55005-9355

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

ST
0104-0000

Amended Declarations

Policy number: Redacted

Policy period: 12 months

The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: September 4, 2020

Expiration date: September 4, 2021

BUSINESSOWNERS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

TWISTED KNOT LOG FURNITURE COM
22675 CEDAR DR NW
BETHEL MN 55005-9355

ENTITY

Corporation

REASONS FOR DECLARATIONS

Your policy is amended effective September 4, 2020 due to some recent policy changes you requested. Enclosed is a copy of your new endorsements, if any.

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Premium: Redacted

Minnesota Fire Safety Surcharge: Redacted

Total Premium: Redacted

Discounts applied:

Business Experience Rating
Years In Business

Renewal Discount

Policy Number: Redacted
Prepared: May 3, 2021

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EXHIBIT

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CMP Dec 3P MN.1
CMP-4000

1009482 2003 153060 203 03-06-2021

001677



Location number	Location of described premises	Limit of Insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal increase - Business Personal Property
001	22675 CEDAR DR NW BETHEL MN 55005-9355	No Coverage	\$81,600	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 258.7

BASIC DEDUCTIBLE \$1,000

SPECIAL DEDUCTIBLES:

Equipment Breakdown: \$1,000
Money and Securities: \$250

Other deductibles may apply - refer to policy.

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included
Money Orders and Counterfeit Money	\$1,000



Coverage	Limit of Insurance
----------	--------------------

Money and Securities	
----------------------	--

On Premises	\$5,000
-------------	---------

Off Premises	\$2,000
--------------	---------

Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
--	-----------

Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
---	-----------

Ordinance or Law - Equipment Coverage	Included
---------------------------------------	----------

Outdoor Property	\$5,000
------------------	---------

Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
--	---------

Personal Property Off Premises	\$15,000
--------------------------------	----------

Pollutant Clean Up and Removal	\$10,000
--------------------------------	----------

Preservation of Property	30 days
--------------------------	---------

Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
--	---------

Signs	\$2,500
-------	---------

Valuable Papers and Records	
-----------------------------	--

On Premises	\$10,000
-------------	----------

Off Premises	\$5,000
--------------	---------

Water Damage, Other Liquids, Powder or Molten Material Damage	Included
---	----------

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
----------	--------------------

Loss of Income and Extra Expense	12 Months Actual Loss Sustained
----------------------------------	---------------------------------

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
-----------------	--------------------------------

001	22675 CEDAR DR NW BETHEL MN 55005-9355
-----	---

SECTION II - LIABILITY

Coverage	Limit of Insurance
----------	--------------------

Coverage L - Business Liability Per Occurrence	\$1,000,000
--	-------------

Coverage M - Medical Expenses	\$5,000 Any One Person
-------------------------------	------------------------

Policy Number Redacted

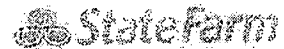
Prepared: May 3, 2021

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001678



Coverage	Limit of Insurance
Damage to Premises Rented to You	\$300,000
Aggregate Limits	Limit of Insurance
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

553-2795 MN	Fire Safety Surcharge
CMP-4100	Businessowners Coverage Form
CMP-4223.1	Amendatory Endorsement (Minnesota)
CMP-4581.1	Policy Endorsement
CMP-4705.2	Loss of Income and Extra Expense
CMP-4709	Money and Securities
CMP-4788	Additional Insured - Managers or Lessors of Premises
FD-8007	Inland Marine Attaching Declarations
FE-3650	Actual Cash Value Endorsement
FE-6999.2	Policyholder Disclosure Notice of Terrorism Insurance Coverage

Interest type: Managers or Lessors of Premises
 Endorsement number: CMP-4709
 Loan number: N/A
 DAYSTAR MANAGEMENT GROUP
 22675 Cedar Dr NW
 Bethel MN 55005-9355

Named Insured: TWISTED KNOT LOG FURNITURE COMPANY

This policy is issued by the State Farm Fire and Casualty Company.

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Michael J. Tyson

President

Lynne M. Yourell

Secretary

Policy Number: Redacted
 Prepared: May 3, 2021

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CMP-4000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: Redacted

Named Insured:

TWISTED KNOT LOG FURNITURE COMPANY

22675 CEDAR DR NW

BETHEL MN 55005-9355

Name And Address Of Additional Insured Person Or Organization:

DAYSTAR MANAGEMENT GROUP

22675 Cedar Dr NW

Bethel MN 55005-9355

Location Of Premises (Part Leased To You):

22675 CEDAR DR NW

BETHEL MN 55005-9355

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to:
 - a. Any "occurrence" or offense which takes place after you cease to be a tenant in the premises shown in the Schedule.
 - b. Structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
4. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

EXHIBIT D